

A G. Contract No. KR00 0117TRN
ADOT ECS File: JPA 00-25
Project No. NSB Az9-9(11)P
TRACS No. H5388 11D/11C
Section: SR-261 Point of the
Mountain Scenic Overlook

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE APACHE-SITGREAVES NATIONAL FORESTS

THIS AGREEMENT is entered into 29 June, 2000
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the APACHE-SITGREAVES NATIONAL FORESTS acting by and through its Forest
Supervisor.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter
into this agreement and has by resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated to the undersigned the authority
to execute this agreement on behalf of the State.

2. The Forest Service is empowered by the Cooperative Funds Act of June 30,
1914, 16 U.S.C. 498 and the Intergovernmental Cooperative Act of 1968, Title III, 31 U.S.C.
6501-6508, Pub. L. 90-577, as amended, Pub. L. 97-258, September 13, 1982, and has
delegated to the undersigned the authority to execute this agreement on behalf of the Forest
Service.

3. The Transportation Equity Act for the 21st Century, PL105-178 (TEA-21) of
1998 includes provisions for Scenic Byways funding on the SR-261 scenic byway which
establishes a program providing State administered funds to be used for the development of
scenic byways and related projects. State funds in the amount of \$484,357 have been allocated
to the Forest Service for the design and construction of a scenic overlook on SR-261 at the Point
of the Mountain overlook.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as
follows:

NO. 24066
Filed with the Secretary of State
Date Filed: 06/29/00

Betsy Bayless
Secretary of State

By Dicky J. Haenewold

II. SCOPE OF WORK

1. The Forest Service will:

a. Complete environmental documentation in the ADOT format and submit for ADOT/FHWA approval. Provide design plans, specifications and such other documents and services required for the project, and submit them to the State for concurrence.

b. Invoice the State, in the form of Exhibit A, for the cost of the plans, specifications or other such design documents and services required for construction bidding, in a total amount not to exceed \$44,100.

c. Call for bids and, upon the concurrence of the State, award one or more construction contracts for the project. Administer same and make all payments to the contractor. No more often than monthly, invoice the State, in the form of Exhibit A, for the reasonable direct actual cost of the project construction, with no profit or fee, in an amount currently estimated at \$440,257.00. Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

d. Upon completion, approve and accept the project on behalf of the parties hereto as complete. Maintain the facility in a safe, sanitary and attractive manner as designed. All construction and maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirement of the Arizona Department of Transportation "Uniform Traffic Control Manual".

e. The state and federal funding sources shall be prominently displayed on the building and interpretive displays.

2. The State will:

a. Take the right-of-way required for the improvement project into the State Highway system. Review and approve the design plans for SB funds.

b. Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$44,100.00 for design.

c. Following approval of design, submit and obligate Scenic Byway Funds for construction.

d. Pay the Forest Service within 30 days after receipt and approval of monthly invoices for construction, in a total amount not to exceed \$440,257.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in force and effect until completion of said improvements and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ 85007

Forest Supervisor
P.O. Box 640
309 South Mountain Avenue
Springerville, AZ 85938

8. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and the agreement is in proper form.

9. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

10. This instrument in no way restricts the forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.

11. No part of this instrument shall entitle the State to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the forest Service, and the right to enforce all terms and conditions of this agreement.

12. Contributions authorized by the State for use by the Forest Service, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the State or authorized for use for new projects as agreed with the State, pursuant to Part II (A) and (B) (amendments).

13. Any State contributions made under this instrument do not by direct reference, or implication convey forest Service endorsement of the State's products or activities.


14. The Principal Contacts for this instrument are:

John MacIvor
USDA Forest Service
Apache-Sitgreaves NF
Springerville District
PO Box 760
Springerville, AZ 85938
520-333-4372

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue MD 616E
Phoenix, AZ 85007
602-712-8369

In witness whereof, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE
Apache-Sitgreaves National Forests

By 
JOHN C. BEDELL
Forest Supervisor

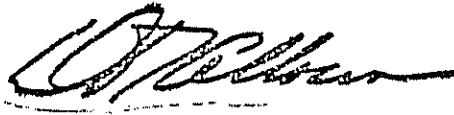
STATE OF ARIZONA
Department of Transportation

By 
CATHERINE J. HEGEL
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 23rd day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Apache-Sitgreaves National Forests for the purpose of conveying Scenic Byways funds to the Forest Service.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

JPA 00-25

DETERMINATION

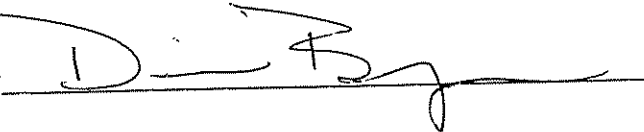
Arizona Contract No. JPA 00-25, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES OF AMERICA, APACHE-SITGREAVES NATIONAL FOREST, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 15 day of June, 2000.

THE UNITED STATES OF AMERICA

By





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0117TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 19, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/632358

Enc.